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YORK COUNTY
ASSESSMENT OFFICE



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DECLARATION OF BECKENHAM ^{R-E}

A PLANNED COMMUNITY

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sign

Pursuant to the provisions of the
Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 *et. seq.*,
but limited to those provisions thereof enumerated in 68 Pa. C.S. §5102(a)(2)

REFER TO PLAN BOOK GG PAGE 240
CONCERNING INSTRUMENT # 2005024553

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ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. Willow Creek, LLC ("Declarant"), a Pennsylvania limited liability company, owner in fee simple of the Real Estate described in Exhibit "1" attached hereto located in the Township of Manchester, York County, Pennsylvania, hereby submits such Real Estate, including all easements, rights and appurtenances thereunto belonging and the improvements erected or to be erected thereon (collectively, the "Property") to the easements, covenants and restrictions hereinafter set forth and to those provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 *et seq.* (the "Act") enumerated in Section 5102(a) of the Act, 68 Pa. C.S. §5102(a)(2), and to no other provisions of the Act, and hereby creates with respect to the Property a Planned Community, to be known as "Beckenham" (the "Community").

Section 1.2 Easements. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded or expected to be recorded easements, and the Real Estate is hereby submitted to the Act:

- a. SUBJECT TO rights granted to electric utility providers for the purposes of maintaining and operating electricity transmission lines.
- b. SUBJECT TO an easements and/or deeds of dedication (the subject areas of which are identified as "sanitary sewer easements") to be granted by the Declarant to the municipality or municipal authority, which grant shall then be recorded in the Office of the York County Recorder of Deeds, for the purpose of such grantee's owning, operating, and maintaining sewer mains and lines through which sewer service will be provided to the Community, as shown in the Subdivision Plan for the Community recorded in the Office of the Recorder of Deeds for York County in Subdivision Plan Book ____, Page ____ (the "Subdivision Plan").
- c. SUBJECT TO easements granted or to be granted by the Declarant to the York Water Company, which grant shall be recorded in the Office of the York County Recorder of Deeds, for the purpose of its owning, operating, and maintaining water mains and lines through which water service will be provided to the Community, which easement areas shall include those areas designated as such in the Subdivision Plan.
- d. SUBJECT TO rights-of-way and deeds of dedication granted or to be granted by the Declarant to Manchester Township to be recorded in the Office of the York County Recorder of Deeds in connection with the Declarant's dedication of the streets and roads within the Community to Manchester Township as shown in the Subdivision Plan.
- e. SUBJECT TO easements within public rights of way, restrictions on driveways within the Driveway Exclusion Area, and easements for storm water drainage facilities as shown in the Subdivision Plan.

f. TOGETHER WITH AND SUBJECT TO such other easements and restrictions benefitting and burdening the Property, and portions thereof, as shown in the Subdivision Plan.

Section 1.3 Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings specified or used in the Act. The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

a. "Association" means the Home Owners Association of the Community and shall be known as the "Beckenham Home Owners Association."

b. "Bylaws" means the bylaws regulating the affairs of the Association, as they may be amended from time to time.

c. "Common Elements" means all portions of the Community other than the Units as more particularly described in Article III, and excluding street rights-of-way and streets when and if dedicated to the municipalities within which the Community is situated. "Limited Common Elements" shall mean portions of the Common Elements appurtenant to fewer than all the Units, if any.

d. "Common Expenses" means all expenses incurred to maintain, repair, reconstruct, and operate the Common Elements and the Association. "Limited Common Expenses" means expenses incurred to maintain, repair, and reconstruct, Limited Common Elements.

e. "Community" means Beckenham, a Planned Community described in Section 1.1 above and created by this Declaration.

f. "Declarant" means Willow Creek, LLC as set forth in Section 1.1 above and all successors to any Special Declarant Rights, as defined and provided in the Act.

g. "Declaration" means this document, as the same may be amended from time to time.

h. "Dwelling" means a single family dwelling unit constructed or to be constructed on a Unit.

i. "Executive Board" means the Executive Board of the Association.

j. "First Priority Mortgage" means a first mortgage to (i) the Declarant, (ii) the seller of a Unit, (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, or similar institutional investor or lender, and (iv) any other mortgagee approved by the Executive Board. A holder, insurer, or guarantor of a First Priority Mortgage and all successors and assigns of any of the above, which may include, but is not limited to the Federal National Mortgage Association the Federal Home Loan Mortgage Corporation,

the Federal Housing Administration, and the Veteran's Administration shall be referred to as First Priority Mortgagees."

k. "Lot" means a lot as laid out and shown in the Subdivision Plan.

l. "Open Area" means portions of the Real Estate that are Common Elements to the extent not improved with Structures, but upon which Storm Water Management Facilities, recreational facilities, and other improvements may be built or installed, and include Lots 43, 43A, 43B, and 44 as shown in the Subdivision Plan.

m. "Property" means the Property described in Section 1.1 above.

n. "Rules and Regulations" means the rules and regulations as promulgated by the Executive Board from time to time with respect to use of the Common Elements.

o. "Storm Water Management Facilities" means all the land areas and improvements within and adjacent to the Property devoted to the purpose of detaining, retaining, directing, or controlling the volume, rate, or direction of storm water flow, including but not limited to swales, detention basins, diversion terraces, drainage easements, dissipation devices, infiltration structures, retaining walls, inlets, headwalls, sedimentation basins, seepage pits and drenches, and storm sewers.

p. "Structure" means any man-made object having an ascertainable stationary location on or in land or water, whether or not affixed to the land, including, but not limited to, buildings, fences, tennis courts, swimming pools, pavilions, tents, gazebos, garages, storage buildings or sheds, signs, abutments, ornamental projections, exterior fixtures, lights, or poles.

q. "Subdivision Plan" means the Subdivision Plan recorded for the Community in the Office of the Recorder of Deeds for York County, Pennsylvania in _____, Page _____.

r. "Township" means the Township of Manchester, York County, Pennsylvania.

s. "Unit" means a Lot within the Community as described and shown in the Subdivision Plan, but excluding any Lot that is designated as Open Area or a Common Element. The Community and the term "Unit" shall not include Lot 1 as shown in the Subdivision Plan and which shall not be subject to this Declaration. When used in this Declaration, "Lot" shall also mean "Unit," except when referring to Open Areas or a Common Element.

t. "Unit Owner" and "Owner" shall mean the fee simple title owner of a Unit.

ARTICLE II
COMMON EXPENSE ALLOCATION; VOTES IN ASSOCIATION;
UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES;
SUBDIVISION OF UNITS

Section 2.1 Common Expense Allocation, Votes. Common Expenses shall be allocated equally among all the Units (excluding any Unit that is a Common Element) of the Community at the time of any assessment by the Association. Consequently, each Unit's share of all Common Expense assessments shall be the percentage equivalent of a fraction, the numerator of which is one and the denominator of which is the total number of Units (other than Common Elements) at the time of such assessment. Each Unit owner shall be entitled to one vote in the affairs of the Association. Each Unit's percentage of all votes in the affairs of the Association from time to time, therefore, shall be the percentage equivalent of a fraction, the numerator of which is one and the denominator of which is the total number of Units (excluding any Common Elements). The identifying number for each Unit and its share of Common Expense liability, expressed as a percentage (rounded), is set forth in Exhibit 2 hereof.

Section 2.2 Unit Boundaries. The title lines or boundaries of each Unit are shown on the Subdivision Plan, each such Unit being a single family residential building lot.

Section 2.3. Maintenance Responsibilities. Unit Owners are responsible for maintaining and repairing their Units and all structures and improvements erected within the boundaries of the Unit, including but not limited to sidewalks, if any. In addition, Unit Owners shall be responsible for maintaining the surface of all storm water easement areas, utility easement areas, and other easement areas within the borders of the Unit, providing mowing and shrubbery trimming as needed. After conveyance thereof by the Declarant to the Association, the Association shall be responsible for maintaining and repairing the Common Elements, except to the extent the responsibility is expressly assigned to one or more Unit Owners hereunder. Without limiting the foregoing, Unit Owners are also responsible for repairing and maintaining (including but not limited to providing snow and ice removal) that portion of sidewalks between their Units and streets within the Community. If any Unit Owner fails to perform any maintenance or repair required of such Unit Owner, then the Association shall have the right, but not the obligation, to perform such maintenance or repair and assess the costs thereof, plus ten percent, against such Unit Owner as a Limited Common Expense payable on demand.

Section 2.4 Township Rights to Enforce Maintenance. If the Association fails to maintain the Common Elements in good order and repair, the Township may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain such Common Elements, which notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days. If the deficiencies are not corrected within such thirty-day period, the Township, in order to prevent the Common Elements from becoming a public nuisance and to preserve the taxable values of the Property, may, but shall have no obligation to, enter upon the real estate upon which such Common Elements are located and maintain the same in such manner as is required by law or ordinance. Such maintenance by the Township shall not constitute a taking of the Common Elements, any Lot, or any other real estate, nor shall it vest in the public any rights to use the same. The cost of such maintenance by

the Township shall be assessed against the Units in the manner provided for in Article IX and shall become a lien on the Units.

Section 2.5 Relocation of Lot Boundaries, Subdivision. Unit Owners may relocate boundaries between Units provided they comply with all applicable ordinances and laws, but only if approved, in advance, by the Executive Board. No Unit may otherwise be subdivided. If boundaries are relocated, the Unit Owners desiring to do so shall apply to the Executive Board, and if approved, the Executive Board shall prepare, execute, and record an appropriate amendment to this Declaration upon completion and effectiveness of such relocation by the Unit Owners. Such amendment shall be executed by the Owner or Owners of the affected Units. The Executive Board may impose a charge upon the Unit Owner or Owners applying to relocate boundaries between Units sufficient to cover the costs incurred or to be incurred to review the application and to amend the Declaration and record such amendment.

ARTICLE III COMMON ELEMENTS

Section 3.1 Common Elements: The Declarant reserves the right to designate, and hereby does designate, certain portions of the Community to be Common Elements as shown in the Subdivision Plan. Such Common Elements include Storm Water Management Facilities that are not dedicated to Manchester Township or which the Association otherwise must maintain, including but not limited to storm water basins, the storm sewer lines on the border between Units 34 and 35 and on the border between Units 10 and 11, the storm sewer facility on Unit 20, all Open Areas (being those designated as Lots 43, 43A, 43B, 44, and 45 in the Subdivision Plan) and all Storm Water Management Facilities and easements, recreational areas and facilities thereon, emergency accessways, walkways within Open Areas, sidewalks not upon any Unit (subject to the Unit Owners' obligations of maintenance of those portions of the sidewalks between their Units and any streets, which shall be considered Limited Common Elements appurtenant to such Unit until and unless dedicated to the municipality within which the Community is located), Storm Water Management Facilities upon any Unit, signs identifying the Community, all streets and roads within the Community, but only if not accepted for dedication by Manchester Township, sanitary sewer lines and facilities, but only if not accepted for dedication by the applicable municipality or authority, and water mains until transferred to the provider of public water service, all as shown in the Subdivision Plan. Common Elements will not include street rights-of-way and streets, sanitary sewer lines and facilities, and public water mains if they are accepted for dedication by the municipalities, authorities, or other applicable entities and the transferee assumes responsibility for maintenance, repair and replacement. Any Storm Water Management Facilities and other improvements that will become common elements will be constructed by the Declarant prior to conveyance to the Association, as hereinafter provided. All open areas may be used by all Unit Owners, their guests, residents, and family members in accordance with the Rules and Regulations from time to time adopted by the Executive Board. The Association shall maintain and repair all Common Elements, with the costs thereof being Common Expenses, excepting sidewalks located upon a Unit or located between a Unit and a street (which shall be maintained and repaired by the Unit owner at such Unit owner's expense) and except for the surface of easement areas for storm water, utilities, and

the like within the boundaries of a Unit (with respect to which the Unit Owner shall provide mowing, shrubbery trimming, and routine cleaning of inlets, outlets, and similar drainage facilities). All Unit owners are advised that if the Association fails to maintain Storm Water Management Facilities that are its responsibility, or if the Association permits open areas that are part of the Common Elements to become a nuisance, the township in which such Common Elements are located or other applicable governmental bodies will have the right, but not the duty, to make necessary repairs at the expense of the Association and/or Unit owners.

Section 3.2 Conveyance, Completion Bonds. Common Elements will be owned by the Declarant until conveyed to the Association. On or before the date that the last Unit is conveyed to a Unit Owner other than the Declarant, the Common Elements (excluding street and utility rights-of-way and streets and storm water and sanitary sewer facilities dedicated or to be dedicated to municipalities) will be conveyed by the Declarant to the Association by Deed of Special Warranty or other means of conveyance for no consideration; provided, however, that the Association shall be obligated to assume the Declarant's obligation to maintain all such Common Elements. The Association's assumption of the Declarant's maintenance obligations will increase the budget of the Association. Any increase in the Association's budget will increase Common Expenses and consequently the Unit Owners' allocable shares thereof. Until conveyance of the Common Elements to the Association, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to the Common Elements and for all other expenses in connection therewith. The Declarant does not intend to provide to the Association any third party guarantee, bond, escrow, letter of credit or similar mechanism to assure completion of all improvements to be constructed within or included as Common Elements. Only the Declarant's guarantee and obligation set forth herein, and any improvements bond or letter of credit in favor of and required by the municipalities within which the Community is located will be provided to assure that such improvements will be completed. Any Common Elements constituting a constructed improvement that is built or to be built will be deemed to be completed upon approval of the municipality within which such Common Elements are located. The foregoing obligations of the Declarant shall be binding upon the Declarant and any successor in interest. All improvements upon, to, or within the Common Elements are anticipated to be completed within prior to conveyance of the last Unit. All streets within the Community and all Common Elements must be built.

ARTICLE IV EASEMENTS

Section 4.1 Additional Easements. In addition to and in supplementation of any easements provided for by the Act, and those contemplated or existing as described in Section 1.2, the following easements are hereby created:

- a. Signs. Declarant reserves the right to place signs and other advertisements within the Common Elements in such manner, of such size, and in such locations as Declarant deems appropriate. The Declarant also reserves for itself, its assigns and the Association, an easement to maintain signs identifying the Community within open areas that are Common Elements and upon certain Units as shown in the Subdivision Plan, and

an easement of access over and across such open areas and such Units for purposes of erecting, replacing, repairing and maintaining such signs.

b. Utility Easements. The Units and Common Elements shall be, and hereby are, made subject to easements in favor of appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. Such easements shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. The foregoing easements shall include a right of access, a right to cut or trim trees and shrubbery, to grade the soil, or to take any other similar action reasonably necessary to provide economical and safe installation and maintenance and to maintain reasonable standards of health, safety, and appearance. Notwithstanding the foregoing provisions of this Section 4.1.b, unless shown in the Subdivision Plan, or unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located so as not to materially interfere with the use or occupancy of the Unit by its occupants.

c. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under the Common Elements and all Units for the purpose of constructing and modifying the Storm Water Management Facilities thereon, and the Declarant reserves for itself and the Association, an easement on, over, and under the Common Elements and all Units for the purpose of maintaining, repairing, and replacing Storm Water Management Facilities and for the purpose of correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 4.1.c expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose.

d. Easement for Streets; Right to Dedicate. The Declarant reserves an easement over those portions of the Property shown as streets for ingress and egress and reserves the right to dedicate and convey such streets and any necessary rights-of-way to municipalities within which the Community is located. The Declarant also reserves the right to dedicate and convey to the municipalities or service providers for the area in which the Community is located sanitary sewer and water lines and facilities and Storm Water Management Facilities.

e. Easement for Use and Passage. Subject to Rules and Regulations from time to time adopted by the Executive Board, each Unit Owner and each person lawfully residing on the Property, together with their guests, is hereby granted a non-exclusive perpetual right and easement of access to use and enjoy, in common with others, the open space and other portions of the Common Elements, subject to compliance with rules and regulations adopted from time to time by the Association. Furthermore, all Unit Owners

and their family members, guests, invitees, and licensees, shall have a right and easement to use sidewalks upon any Unit for pedestrian traffic in the manner in which sidewalks are customarily used and streets within the Community, subject, however, to the Declarant's right to dedicate all such streets to the municipalities within which the Community is located.

f. Easement for Access for Maintenance and Repair. The Common Elements are hereby made subject to an easement in favor of the Association and its agents, employees, and independent contractors for inspection, maintenance, repair and replacement of the Common Elements. Furthermore, the Declarant and the Association shall have and enjoy an easement of access, for them and their agents, employees, and contractors, over and across all the Units for the purposes of inspecting, maintaining, repairing and replacing Common Elements situated upon or accessible from a Unit, including storm water pipes, inlets, and other facilities, to the extent the Unit Owner is not obligated to maintain such facilities under the terms of this Declaration or fails to fulfill his maintenance obligation.

g. Support. Each Unit Owner shall be the beneficiary of a covenant by each neighboring Unit Owner and the Association prohibiting any action by such neighboring Unit Owner from taking action on or with respect to his Unit and by the Association from taking action or with respect to the Common Elements that would endanger the stability or safety of his Unit.

Section 4.2 Rights of Association. In addition to any other rights and powers that the Association may have pursuant to this Declaration, the Bylaws, the Rules and Regulations and the Act, the Association shall have the right to grant permits, licenses, and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Community.

Section 4.3. Right to Enter Property. The Declarant hereby reserves the right to enter onto the Common Elements and all Units after conveyance thereof for the purpose of maintaining, repairing, replacing or reconstructing any and all improvements required to be made as a condition of approval of the Plan by the applicable approving governmental bodies or as may be required in order for any such improvements which have been offered or are intended to be offered for dedication in accordance with the Plan to be accepted for dedication by the governmental body to which dedication was or is to be offered.

ARTICLE V AMENDMENT OF DECLARATION

Section 5.1 Amendment Generally. This Declaration may be amended in accordance with the procedures specified in Section 5219 of the Act, the other Sections of the Act referred to in Section 5219 thereof, and the express provisions of this Declaration. The foregoing notwithstanding, no amendment of this Declaration may be made that removes, revokes, or

modifies any right or privilege of (a) the Declarant without its written consent or the consent of any assignee or successor to such right or privilege, or (b) the Township without its written consent.

Section 5.2 Rights of Certain Mortgagees. Subject to the limitations imposed by Section 5221 of the Act and except as permitted hereinafter, no amendment of this Declaration may be made without the prior written approval of all Permitted Mortgagees if and to the extent that such approval is required by the Act. Without limiting the foregoing, this Declaration may not be materially amended without the approval of at least fifty-one (51%) percent of the First Priority Mortgagees (based upon one vote for each mortgage held); however, any amendment made pursuant to Section 5219(f) of the Act will not be considered material. In addition, any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Units shall be complied with if, at the time such amendment is submitted for approval, one or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement and in accordance with Article XII. Furthermore, the Executive Board may amend this Declaration as permitted in Section 5219 of the Act in order to conform this Declaration to any such published requirements.

ARTICLE VI ARCHITECTURAL CONTROL AND DESIGN, USE RESTRICTIONS AND OTHER OBLIGATIONS

Section 6.1 Architectural Control and Design Criteria, Use and Other Restrictions. All Units shall be subject to, and all Unit Owners shall be bound by, the following:

a. Type of Building. No Structure shall be constructed, erected, maintained, used or altered to be used upon any Unit for any purpose other than that of a Dwelling, garage and uses accessory thereto. A private garage for two, three, or four cars may be built provided it is attached to and made a part of the Dwelling constructed on that Lot and shall be of the same material and conform in architectural design to the Dwelling and throughout the Community and shall be constructed simultaneous with the construction of the Dwelling or after the construction of the Dwelling.

b. Plans and Specifications. No Structure shall be erected, constructed or maintained on any Unit, nor shall any Unit be graded, nor shall any addition to, change of, or alteration to any Structure on a Unit be permitted unless and until specifications and plans describing in sufficient detail the nature, kind, shape, height, materials, floor plans, exterior color, scheme, location, front and rear facings, any elevations, and statement of the approximate cost thereof as well as grading plans of the Unit to be built upon shall have been submitted to and approved in writing by the Executive Board. Upon written approval by the Executive Board, a copy of the plans and specifications shall be lodged permanently with the Executive Board. The Executive Board shall have the right to

decline to approve any plans and specifications submitted which are not suitable or desirable, in its opinion, for aesthetic or any other reasons whatsoever, taking into consideration the effect of the Structures as planned on the outlook for the adjacent or neighboring properties, and whether the plans are in keeping with and are in general harmony with the Community. The Unit Owner shall maintain a copy of the approved plans and specifications at all times and the Unit Owner shall not substantially change or deviate from the approved plans and specifications without first submitting the revised plans and specifications to the Executive Board. The revised plans and specifications shall be subject to the approval of the Executive Board as provided for in this Article VI.

c. Use. Any Unit as well as any Structure built on that Unit may be used only for residential purposes and uses directly accessory to the residential use. No store, tavern, beauty salon, barber shop, day care center, or other public, commercial, or industrial business shall be permitted on any Unit. In addition to these prohibited Uses, no Use shall be permitted which does not otherwise comply with all applicable zoning, land use, and other laws, ordinances, statutes, and regulations. The use of a portion of a Structure on a Unit as an office by the Unit Owner or tenant will be considered a residential use if such use does not create regular customer or client traffic to and from the Unit.

d. Roofs. All roofs are to be of natural wood shake, slate, tile, asphalt or fiberglass shingles of brown, black or other conservative color.

e. Approval Required for All Structures. No building, wall, fence, swimming pool, roof, exterior light, or any other Structure or improvement of any kind shall be commenced or erected upon any Unit or upon the exterior of any Structure, nor shall any landscaping be commenced, nor shall any addition to any existing building or alteration or change therein be made on any Unit until the proposed building plans, specifications (including height, materials, and exterior finish), plot plan, landscape plan, and construction schedule is submitted to and approved in writing by the Executive Board.

f. Unightly or Unkempt Conditions. It shall be the responsibility of each Unit Owner to prevent the occurrence or continuation of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. All Units shall be kept neat and orderly and free of rubbish, trash and junk of every kind at all times. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted upon a Unit provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve hours.

g. Energy Conservation Equipment. No solar energy collector panels or

attendant hardware, windmills, wind generators or other apparatus for generating power from the wind or other energy conservation equipment shall be constructed or installed on any Unit or any Structure thereon without permission from the Executive Board.

h. Curbs and Sidewalks. Each Unit Owner shall be responsible for the repair of damage to the curbs and sidewalks on or adjacent to the Unit unless the repair and maintenance of such curbs and sidewalks is assumed by the Township. If a Unit Owner fails to repair damage to a curb or sidewalk within one month of the discovery of the damage, the Association shall have the right to do so, whereupon the Owner's shall immediately pay to the Association the costs it incurred in making such repairs plus ten percent for administration.

i. Exterior Design. No exterior walls of any Structures shall be constructed of exposed concrete block.

j. Fencing. No solid board, galvanized wire or masonry fences shall be erected on any portion of any Unit. Division line fences of shrubbery may be planted but in no event shall the shrubbery extend into the front yard beyond the front line of the Dwelling. Fencing shall not extend closer to the street than the rear line of the Dwelling. Fencing which is used in connection with the design of a Dwelling or for enclosing a small play area or swimming pool may be permitted if the design and materials of the fencing are compatible with the architecture of the Development and with the Dwelling on the Unit.

k. Signs. Except for a single real estate sign situated on a Unit offering the Unit for sale or rent and not in excess of four square feet on any one side, no advertising sign, billboard or other sign shall be permitted on the Property, including but not limited to any Unit. Excluded from this restriction shall be the signs identifying the Community and signs maintained by the Declarant.

l. Laundry. No poles or appliances upon which to hang or expose laundry shall be erected or maintained on any Unit.

m. Outdoor Lighting. No free standing outdoor lights over 12 feet in height shall be permitted (other than street lights constituting Common Elements). No outdoor lights (other than such street lights) shall direct light or permit glare to occur outside the Unit boundary.

n. Swimming Pools. No above ground swimming pool shall be placed or erected on any Unit. The use of "kiddie" pools less than 12 inches high shall not be considered swimming pools and are permitted.

o. Playground Equipment and Air Conditioners. Children's playground equipment shall not be placed nearer to the front of any Unit than the rear wall of the Dwelling. Air conditioner units shall not be placed in front of the Dwelling, unless screened by shrubbery.

p. Livestock, Poultry, and Permitted Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Unit except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. The decision as to what is a household pet shall rest with the Executive Board. Furthermore, with respect to dogs, cats, and household pets, such animals (not including tropical fish) may not exceed two (2) of any one kind over six months of age, and they must be maintained so that offensive odors and noise will not be apparent to adjoining Unit Owners. At all times such animals must all be controlled so as to prevent damage to other Units and the Common Elements. Unit Owners must immediately pick up after their pets and they are responsible for any damage caused to the Common Elements by or on account of their pets.

q. Garbage Cans. No garbage cans or trash containers may be located in the front or side lawn area of any Unit or at the curb for more than a 24-hour period.

r. Landscaping Development and Maintenance. All landscaping of or on the Units shall be designed and constructed in keeping with the residential character of the Community and the design of the Dwelling constructed on the Unit. All landscaping shall be maintained and pruned regularly to provide an aesthetically acceptable environment. All Units shall be mowed and kept free and clear of all weeds at all times by the Owners thereof. No hedge shall exceed four (4) feet in height; provided, however, that this height restriction shall not apply to any hedge or screening for a patio or court constructed on any Unit.

s. Gardens. If a Unit Owner has a flower or vegetable garden, the Unit Owner shall keep them free from unsightly weeds, remove dead crops, and maintain them in such a way as to prevent soil erosion. In no event may vegetable gardens exceed five hundred (500) square feet in total, nor may they be closer to the street than the rear line of the Dwelling constructed on that Unit.

t. Prohibited Vehicles. No trucks, motorcycles, or automobiles not in normal use, boats, trailers, or recreational vehicles shall be stored anywhere on any Unit outside the Dwelling.

u. Commercial Vehicles. Parking of any commercial vehicles, buses, or similar vehicles on any Unit or on the public streets of the Community is prohibited, except for temporary loading or unloading .

t. Off-Street Parking. All Unit Owners must comply with off-street parking requirements of all zoning, land use, and other laws, ordinances, and regulations.

u. Temporary Residential Use. No Structure of a temporary character, trailer, tent, shack, garage or any other structure or outbuilding shall be used on any Unit at any time as a residence, either temporarily or permanently.

v. Nuisances. No offensive or noxious activity may be carried on upon

any Unit, nor shall anything be done on a Unit which may be or may become an annoyance or nuisance to the Community. The Executive Board shall have the right to determine whether and when anything done on a Unit is offensive or a nuisance.

w. Antennas. No outside receiving or transmitting antennas, or large dish-type receivers or towers shall be erected on any Unit. Small dish-type receivers (DSS-type) shall be permitted, provided that they are constructed on the Dwelling and screened in such a manner as to not be visible from any street.

x. Storage Tanks. Above ground pumps, water, gas or other storage tanks are prohibited.

y. Plastic Lawn Ornaments. No plastic lawn ornaments shall be permitted. Any seasonal lawn or house decorations shall be permitted provided that they are in keeping with the aesthetics of the Community. Any permanent lawn sculpture or decorations to the facade of a Dwelling that are visible from any street or other Dwelling shall be aesthetically pleasing and in keeping with the character of the Community. The Executive Board shall have the right to determine when lawn sculptures, lawn decorations, and house decorations are aesthetically pleasing and in keeping with the character of the Community

z. Storage Sheds. No Structure used for storage whether temporary or permanent in nature will be permitted on any Unit.

aa. Easement Areas. Nothing may be placed, planted, constructed or installed upon any Unit within any storm water easement area (except for grass), or sanitary sewer or utility easement area (except for grass and shrubbery of a kind that will not interfere with maintenance, repair, and replacement of the pipes, lines, or other facilities constructed or permitted to be constructed thereon). Moreover, no Storm Water Management Facilities upon any Unit may be altered.

bb. Leases. A Unit Owner may lease his or her Unit (but not less than the entire Unit and all Structures contained thereon) at any time with the written approval of the Executive Board. The Executive Board may not approve a proposed lease if such approval will result in either : (A) thirty (30%) percent or more of the Units in the Community being leased, or (B) ten (10%) percent of the Units that are leased being owned by the same person. Additionally, the following shall apply to all leases: (C) no Unit may be leased for transient or hotel purposes or for an initial term of less than six (6) months; (D) no Unit may be leased without a written lease, and (E) the rights of any lessee shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restrictions set forth in this Declaration, the Bylaws, and the Rules and Regulations, and a breach thereof shall constitute a breach under the lease; provided, however, that the foregoing shall not impose any direct liability on any lessee of a Unit to pay any Common Expense assessment on behalf of the Owner of such Unit.

Section 6.2. No Liability Review and approval of any application pursuant to this

Article is made on the basis of aesthetic considerations, and to preserve the appearance, integrity, and value of the Property only, and approval of any request does not guarantee or otherwise ensure the physical or structural integrity of any building, wall, fence, swimming pool, roof, exterior light, or any other Structure or improvement of any kind. Neither the Executive Board nor the Association shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Executive Board nor the Association, nor any committee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

Section 6.3. Common Elements Use Restrictions. Neither the Association nor any Unit Owner shall erect any permanent or temporary Structure, or dump grass clippings, leaves, trash or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances in any Common Element, or block or obstruct any Common Element. Unit Owners may not mow, prune, clip or otherwise affect any plantings in the Common Elements, except in fulfilling maintenance responsibilities specifically allocated to the Unit Owner by this Declaration.

Section 6.4. Variance. The Executive Board reserves the right to grant a variance to any of the use restrictions and standards set forth in Sections 8.1 and 8.2, provided that the restriction as to which a variance is granted complies with all applicable ordinances, laws, and regulations, and provided further that no variance shall be effective unless approved by the Executive Board in writing and recorded in the Office of the Recorder of Deeds for the county in which the Community is located.

Section 6.5. Enforcement. The Declarant, so long as it owns any portion of the Community, any Unit Owner, and the Association each may enforce the obligations or restrictions contained in this Article VI at law or in equity to compel compliance or to prevent the violation or abate the violation or breach thereof

Section 6.6 Survival. If any one or more of the covenants or restrictions set forth in this Article VI are declared for any reason by a court of competent jurisdiction to be null and void or unenforceable, such judgment or decree shall not in any manner affect, modify, change, or nullify any of the other covenants or restrictions, all of which shall continue in full force and effect.

ARTICLE VII MORTGAGES

Section 7.1 Mortgages. Whether or not they expressly so state, all Mortgages of any Unit or the Common Elements shall be deemed to provide, generally, that they are subject to the terms and conditions of the Act and this Declaration.

ARTICLE VIII
THE EXECUTIVE BOARD; INSURANCE

Section 8.1 Additional Powers. In addition to the powers set forth in the Act and elsewhere in this Declaration, the Executive Board shall have the following powers:

- a. To appoint committees of the Executive Board and to delegate to such committees the Executive Board's authority to carry out certain duties of the Executive Board, subject to the approval and control of the Executive Board.
- b. To engage the services of a manager or managing agent, which may be any person, limited liability company, corporation or other entity, upon such terms and compensation as the Executive Board deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than one year and must be terminable by either party without cause and without payment of a termination fee upon ninety days prior written notice.
- c. To engage the services of any persons (including but not limited to attorneys and accountants) deemed necessary by the Executive Board at such compensation as it deems reasonable, in the operation, repair, maintenance and management of the Common Elements or the Association, or in connection with any duty, responsibility or right of the Executive Board and to remove any such person at any time.
- d. To pay any amount necessary to discharge any mechanics' liens or other encumbrances against the Property or any part thereof that may in the opinion of the executive Board constitute a lien against the Common Elements.
- e. To expend funds for the maintenance and repair of the Common Elements.
- f. In the event of any condemnation of the Common Elements or any portion thereof, to represent the Association in any proceedings, negotiations, settlements, or agreements with the condemning authority.
- g. To borrow money on the credit of the association and, as security for such borrowing, to assign the Association's rights to receive future income (including assessments) or, pursuant to section 5318 of the Act, encumber or convey the Common Elements, or any portion thereof.
- h. To grant permits, licenses and easements over the Common Elements subject to the limitations set forth in section 5302(a)(9) of the Act.

Section 8.2 Resolution of Disputes. In the event any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of this Declaration, the Subdivision Plan, the Bylaws, or the Rules and Regulations, the determination

thereof by the Executive Board shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this section. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

Section 8.3 Insurance. The Executive Board shall cause the Association to obtain (if and to the extent available) and pay for all insurances required under section 5312 of the Act.

ARTICLE IX BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 9.1 Annual Assessments; Quarterly Payments. The Association shall have the power and authority, as provided in the Act, to make assessments against all Units included within the Community to pay the Common Expenses, and against Units to which Limited Common Elements are appurtenant, if any, to pay Limited Common Expenses, if any. All regular Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be adopted and assessed on an annual basis payable by the Unit owners in equal quarter-annual installments, in advance on the first day of each quarter year (i.e. April 1, July 1, October 1, January 1). In addition, special assessments may be made by the Association and shall be due and payable by the Unit owners (or with respect to special assessments for Limited Common Expenses, shall be due and payable by the Unit Owners to whose Units the applicable Limited Common Elements are appurtenant) in one or more periodic installments, in advance, on the first day of the applicable period, as determined by the Executive Board. Insurance costs of the Association shall be assessed as part of the Common Expenses. The Executive Board may include in Common Expenses charges for taxes upon and costs incurred for proper maintenance, operation, repair, or replacements of the Common Elements, including, without limitation, lawn care, landscaping, storm water management facilities repair and cleaning, walkways maintenance, lighting maintenance and repair, recreational facilities maintenance, and the like.

Section 9.2 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 5302(a) (11) and (12) of the Act, shall be subordinate to the lien of all First Priority Mortgages on a Unit.

Section 9.3 Reserves. The Association may establish reserve accounts to be funded through quarter-annual assessments over a reasonable period of time and thereafter may maintain adequate reserves for maintenance, repair and replacements of the Common Elements that are anticipated to require maintenance, repair or replacement on a periodic basis and to cover deductible amounts in property insurance policies. Extraordinary expenditures not originally included in the annual budget that may be incurred in any year may be charged first against such reserves. In addition, the Executive Board shall have the right to segregate all or any portion of the reserves for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

At the closing for the initial transfer of title from the Declarant to the non-Declarant purchaser or each Unit, the Association shall collect from such purchasers an amount equal to two hundred (\$200) dollars, which monies shall be deposited into an initial working capital fund under the control of the Association. No Unit Owner is entitled to a refund of these monies by the Association upon subsequent conveyance of his Unit or otherwise. Such payments do not constitute advance payments of regular assessments.

Section 9.4 Accounting. Within one hundred eighty (180) days after the end of each fiscal year or the Association, being the calendar year unless changed, commencing after the end of the year 2004, the Executive Board shall supply to all Unit Owners a balance sheet and a statement of revenues and expenses of the Association for the preceding year, including an accounting of the Common Expenses actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and showing the excess or deficit of income over expenditures plus reserves.

Section 9.5 Acceleration. If a Unit Owner is in default in the payment of the assessed charges or installments thereof for sixty days or more, the Executive Board may, in addition to all other remedies in the Act or this Declaration, accelerate all other charges and installments of assessments to become due for the next twelve months on the basis of the budget for the calendar year in which such default occurs and assuming the same budget for the following year; provided, however, a foreclosing mortgagee shall be entitled to automatic subordination of such sums in excess of the amounts given priority in lien or payment over mortgage liens in the Act.

Section 9.6 Collection Charges. Any delinquent Unit Owner shall also be obligated to pay all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of any delinquent assessments by legal proceedings or otherwise, and any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such.

ARTICLE X RIGHTS OF CERTAIN MORTGAGEES AND OTHER REQUIRED CONSENTS

Section 10.1 Reports and Notices. Upon the specific written request of a holder of a first lien mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

- c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- e. Notice of substantial damage to or destruction of any part of the Common Elements (the repair of which would cost in excess of \$10,000);
- f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Elements;
- g. Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;
- h. The right to examine the books and records of the Executive Board at any reasonable time; or
- i. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

Section 10.2 Further Consents. If any mortgage or deed of trust upon a Unit is held by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC") or if any Unit is encumbered by a mortgage or deed of trust insured or guaranteed by the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), or the Department of Housing and Urban Development ("HUD"), and any action proposed by the Association or the Unit Owners requires the approval pursuant to the then applicable regulations of FNMA, FHLMC, FHA, VA, or HUD of a specified percentage of Unit Owners, the holders of a specified percentage of such mortgages, or of such organizations, then such action shall not be taken until such requirement has been met and, further, no action proposed by the Association or the Unit Owners shall be taken or be valid unless the Declarant (during any period that the Declarant has the right to appoint members of the Executive Board), has consented to such action. The foregoing actions include, but are not limited to, the following:

- a. Abandon, partition, alienate, release, hypothecate, dedicate, subdivide,

encumber, sell or transfer any interest in any of the Common Elements, provided, however, the granting of rights-of-way, easements, and the like for public utilities or other purposes consistent with the use of the Common Elements, and the Association's or Declarant's decommissioning or dedication to a governmental body of any Common Element shall not be subject to such approval or consent requirements of this paragraph.

b. Abandon or terminate this Declaration.

Furthermore, neither the Executive Board nor the Association may abandon, release, subdivide, encumber, sell or transfer any interest in Common Elements that the Township has the right under this Declaration to maintain in the event of the Association's failure to do so without the Township's written consent; provided, however, that the granting of rights-of-way, easements, and the like for public utilities or other purposes consistent with the use of the Common Elements, and the Association's or Declarant's decommissioning, dedication, or sale of any Common Element which, under the terms of any agreement with the Township or other municipal body, is permitted, shall not be subject to the approval or consent requirements of this paragraph.

ARTICLE XI DECLARANT'S RIGHTS

Section 11.1. Control.

a. Until the 60th day after conveyance of twenty-five (25%) percent of the total number of Units which may be created to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board, provided, however, that Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

b. Not later than 60 days after conveyance of twenty-five (25%) percent of the total number of Units which may be created to Unit Owners other than Declarant, at least one member and not less than twenty-five (25%) percent of the members of the Executive Board shall be elected by Unit Owners other than Declarant, and not later than 60 days after conveyance of fifty (50%) percent of the Units which may be created to Unit Owners other than Declarant, not less than thirty-three (33%) percent of the members of the Executive Board shall be elected by Unit Owners other than the Declarant..

c. Not later than the earlier of (i) five years after the date of the first conveyance of a Unit to a person other than the Declarant, (ii) 60 days after seventy-five (75%) percent of the total number of Units which may be created to Unit Owners other than Declarant, or (iii) two years after the Declarant has ceased to offer Units for sale in the ordinary course of business, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect an Executive Board, a majority of the members of which shall be Unit Owners.

Section 11.2 Assignment. Any or all the special rights and obligations of the Declarant set forth in this Declaration, the Bylaws, or the Act may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, in the Bylaws, or in the Act, as applicable, and provided further, that no such transfer shall be effective unless it is in a written instrument signed by the Declarant and recorded in the Office of the Recorder of Deeds for the county in which the Community is located.

ARTICLE XII
DUTIES OF OFFICERS AND MEMBERS OF THE EXECUTIVE BOARD;
LIMITATION OF LIABILITY

Section 12.1 Standard of Conduct.

a. In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

b. In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

c. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 12.2 Good Faith Reliance. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

a. One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

b. Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

c. A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 12.3 Limited Liability. No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 12.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 12.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 12.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 12.5 D & O Insurance. The Executive Board may obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 12.4 above, if and to the extent available at reasonable cost.

ARTICLE XIII
GENERAL PROVISION

Section 13.1 Enforcement. The obligations and rights set forth herein shall run with the land and shall inure to the benefit of and be enforceable by the Association, the Unit Owners, and their respective personal representatives, heirs, successors, and assigns.

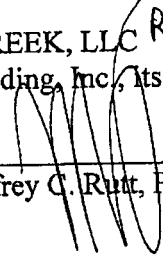
Section 13.2 Severability. The invalidity of any provision of this Declaration as determined by a court of competent jurisdiction shall not affect any other of the provisions, all of which shall remain in full force and effect.

Section 13.3 Compliance. Each Unit Owner and occupant of any Unit shall comply with all the provisions of this Declaration, the Bylaws, and the rules and regulations of the Association.

Section 13.4 Limitation of Association Liability. The Association shall not be liable for any failure of any services required to be obtained or performed by the Association or paid for out of assessments, or for injury or damage to persons or property caused by weather, Acts of God, any circumstance or happening beyond the reasonable control of the Association, or the flow or presence of any water from or upon the Common Elements, or any pipe, conduit, or other Storm Water Management Facilities. Moreover, the Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise of articles left upon the Common Elements, nor shall any diminution or abatement of assessments be claimed, allowed, or permitted for inconvenience or discomfort arising from the making of repairs or improvements to Common Elements, or any failure to make such repairs or improvements, nor form any action taken by the Association to cause compliance with the provisions of this Declaration, any law or ordinance, or any order or directive or any governmental entity or agency.

IN WITNESS WHEREOF, Willow Creek, LLC has caused its name to be signed to these presents by its authorized member on this 14th day of MARCH, 2005.

WILLOW CREEK, LLC ^{R-E}
By: KCH Holding, Inc, its sole member

By: 
Jeffrey C. Rutt, President

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF LANCASTER :

On this, the 14 day of March, 2005, before me, a Notary Public, personally appeared Jeffrey C. Rutt, known to me (or satisfactorily proven) and who acknowledged himself to be the president of KCH Holding, Inc., the sole member of Willow Creek, LLC, and as such officer, and being authorized so to do, signed the foregoing Declaration in its name and acknowledged the foregoing to be its act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal this 14 day of March, 2005.

Dawn S. Styer
Notary Public

My Commission Expires:

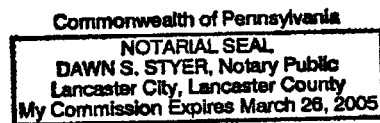


EXHIBIT 1
SUBMITTED REAL ESTATE

November 15, 2004

DESCRIPTION OF BECKENHAM EXTERIOR BOUNDARY
MANCHESTER TOWNSHIP, YORK COUNTY, PENNSYLVANIA

BEGINNING at a point in Church Road (SR 0238), a sixty (60) foot wide public street, said point being the southeast corner of lands now or formerly belonging to Kenneth H. and Margaret L. Diehl; thence along said last mentioned lands the following two (2) courses and distances: 1) North ten (10) degrees, fifty-one (51) minutes, fifty (50) seconds West, thirty-three and sixty-four one-hundredths (33.64) feet to a point; 2) South seventy-three (73) degrees, fifty (50) minutes, fifty-five (55) seconds West, three hundred eighty-four and eighty-four one-hundredths (384.84) feet to a point at lands now or formerly belonging to Donald R. and Helen L. Bush; thence along said last mentioned lands and along lands now or formerly belonging to Rosemary T. Blom, North twelve (12) degrees, six (06) minutes, thirty-one (31) seconds West, two hundred sixty-nine and forty one-hundredths (269.40) feet to a point; thence along same and along lands now or formerly belonging to Anthony J. and Alice F. Pawelczyk, and lands now or formerly belonging to Patrick N. Zeigler, South sixty-seven (67) degrees, zero (00) minutes, zero (00) seconds West, five hundred thirty-two and fifty-six one-hundredths (532.56) feet to a point at lands now or formerly belonging to Gospel Chapel Association; thence along said last mentioned lands and along lands now or formerly belonging to Timothy S. and Anita M. Troux, North five (5) degrees, thirty-nine (39) minutes, twenty-nine (29) seconds West, six hundred three and eighty-two one-hundredths (603.82) feet to a point at lands now or formerly belonging to Jerry David and Donna L. Fahs; thence along said last mentioned lands North sixty-six (66) degrees, fifty (50) minutes, thirty-one (31) seconds East, four hundred sixty-three and zero one-hundredths (463.00) feet to a point; thence along same North twelve (12) degrees, forty-five (45) minutes, twenty-five (25) seconds West, five hundred forty-seven and forty-seven one-hundredths (547.47) feet to a point at lands now or formerly belonging to Michael G. and Peggy A. Peters; thence along said last mentioned lands South sixty-eight (68) degrees, eleven (11) minutes, fifty-four (54) seconds East, nine hundred eighty-nine and eighty-three one-hundredths

(989.83) feet to a point at Lot No. 1; thence along Lot No. 1 South twenty-one (21) degrees, forty-eight (48) minutes, six (06) seconds West, one hundred thirty and seventy-five one-hundredths (130.75) feet to a point on the northern side of Gemstone Lane, a fifty (50) foot wide public street; thence along the northern side of Gemstone Lane the following four (4) courses and distances: 1) South sixty-eight (68) degrees, eleven (11) minutes, fifty-four (54) seconds East, thirty-two and eighty-two one-hundredths (32.82) feet to a point; 2) by a curve to the left having a radius of one hundred twenty-five and zero one-hundredths (125.00) feet, a distance of thirty-four and seventy-two one-hundredths (34.72) feet, the chord of which extends South seventy-six (76) degrees, nine (09) minutes, eighteen (18) seconds East, thirty-four and sixty-one one-hundredths (34.61) feet to a point; 3) South eighty-four (84) degrees, six (06) minutes, forty-three (43) seconds East, twenty-four and zero one-hundredths (24.00) feet to a point; 4) by a curve to the left having a radius of twenty-six and zero one-hundredths (26.00) feet, a distance of forty and eighty-four one-hundredths (40.84) feet, the chord of which extends North fifty (50) degrees, fifty-three (53) minutes, seventeen (17) seconds East, thirty-six and seventy-seven one-hundredths (36.77) feet to a point on the west side of Church Road (SR 0238); thence along said last mentioned road, North five (5) degrees, fifty-five (55) minutes, seventeen (17) seconds East, ninety and seventy-two one-hundredths (90.72) feet to a point at lands now or formerly belonging to Michael G. and Peggy A. Peters; thence along said last mentioned lands South sixty-eight (68) degrees, eleven (11) minutes, fifty-four (54) seconds East, twenty-nine and twenty one-hundredths (29.20) feet to a point in Church Road; thence in, along and through Church Road, South five (5) degrees, forty-eight (48) minutes, forty-nine (49) seconds West, five hundred ninety-five and fifty-six one-hundredths (595.56) feet to a point at the southeast corner of lands now or formerly belonging to Todd R. and Joyce E. Chronister; thence along same the following two (2) courses and distances: 1) North sixty-eight (68) degrees, twelve (12) minutes, thirty-one (31) seconds West, one hundred eighty-seven and eighteen (187.18) feet to a point; 2) South thirty (30) degrees, twenty-five (25) minutes, forty (40) seconds West, sixty-four and thirteen one-hundredths (64.13) feet to a point at lands now or formerly belonging to Jack A. and Debra A. Dunavin; thence along said last mentioned lands, and along lands now or formerly belonging to Barbara A. Shoff, South forty-eight

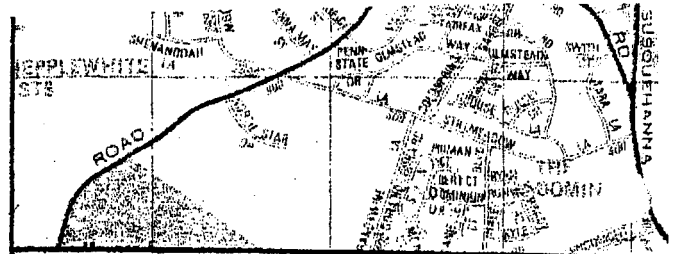
(48) degrees, twenty-nine (29) minutes, twenty-nine (29) seconds West, two hundred and zero one-hundredths (200.00) feet to a point at Lot No. 43B; thence along Lot No. 43B South forty-one (41) degrees, thirty (30) minutes, thirty-one (31) seconds East, one hundred eighty and zero one-hundredths (180.00) feet to a point in Church Road (SR 0238); thence in, along and through Church Road, South forty-eight (48) degrees, twenty-nine (29) minutes, twenty-nine (29) seconds West, sixty-five and twenty-one one-hundredths (65.21) feet to a point at the southeast corner of lands now or formerly belonging to Kenneth H. and Margaret L. Diehl and the place of Beginning.

Dennis Potts
Chief-Of-Surveys

EXHIBIT 2

UNIT IDENTIFYING NUMBERS AND SHARE OF RESPONSIBILITY FOR COMMON EXPENSES

<u>UNIT NUMBER</u>	<u>SHARE OF COMMON EXPENSES</u>
2	2.44%
3	2.44%
4	2.44%
5	2.44%
6	2.44%
7	2.44%
8	2.44%
9	2.44%
10	2.44%
11	2.44%
12	2.44%
13	2.44%
14	2.44%
15	2.44%
16	2.44%
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27	2.44%
28	2.44%
29	2.44%
30	2.44%
31	2.44%
32	2.44%
33	2.44%
34	2.44%
35	2.44%
36	2.44%
37	2.44%
38	2.44%
39	2.44%
40	2.44%
41	2.44%
42	2.44%
43	0.00% (common element)
43A	0.00% (common element)
43B	0.00% (common element)
44	0.00% (common element)
45	0.00% (common element)
	100.00%



KEY MAP

Scale: 1"=1000'

36-000-05-0044-A0-00000

36-000-LH-0075-B0-00000

nty,
ge
day

Lot No.	Address	UPI No.
1	541 Church Road	36-000-46-0001-00-00000
2	3011 Gemstone Lane	36-000-46-0002-00-00000
3	3021 Gemstone Lane	36-000-46-0003-00-00000
4	3031 Gemstone Lane	36-000-46-0004-00-00000
5	3041 Gemstone Lane	36-000-46-0005-00-00000
6	3051 Gemstone Lane	36-000-46-0006-00-00000
7	3081 Gemstone Lane	36-000-46-0007-00-00000
8	543 Sandstone Lane	36-000-46-0008-00-00000
9	553 Sandstone Lane	36-000-46-0009-00-00000
10	573 Sandstone Lane	36-000-46-0010-00-00000
11	601 Soapstone Lane	36-000-46-0011-00-00000
12	600 Soapstone Lane	36-000-46-0012-00-00000
13	598 Soapstone Lane	36-000-46-0013-00-00000
14	594 Soapstone Lane	36-000-46-0014-00-00000
15	586 Soapstone Lane	36-000-46-0015-00-00000
16	582 Soapstone Lane	36-000-46-0016-00-00000
17	578 Soapstone Lane	36-000-46-0017-00-00000
18	574 Soapstone Lane	36-000-46-0018-00-00000
19	570 Soapstone Lane	36-000-46-0019-00-00000
20	566 Soapstone Lane	36-000-46-0020-00-00000
21	562 Soapstone Lane	36-000-46-0021-00-00000
22	558 Soapstone Lane	36-000-46-0022-00-00000
23	552 Soapstone Lane	36-000-46-0023-00-00000
24	548 Soapstone Lane	36-000-46-0024-00-00000
25	544 Soapstone Lane	36-000-46-0025-00-00000
26	3022 Gemstone Lane	36-000-46-0026-00-00000
27	3032 Gemstone Lane	36-000-46-0027-00-00000
28	3058 Gemstone Lane	36-000-46-0028-00-00000
29	3094 Gemstone Lane	36-000-46-0029-00-00000
30	519 Sandstone Lane	36-000-46-0030-00-00000
31	505 Sandstone Lane	36-000-46-0031-00-00000
32	540 Sandstone Lane	36-000-46-0032-00-00000
33	550 Sandstone Lane	36-000-46-0033-00-00000
34	570 Sandstone Lane	36-000-46-0034-00-00000
35	580 Sandstone Lane	36-000-46-0035-00-00000
36	585 Soapstone Lane	36-000-46-0036-00-00000
37	581 Soapstone Lane	36-000-46-0037-00-00000
38	577 Soapstone Lane	36-000-46-0038-00-00000
39	573 Soapstone Lane	36-000-46-0039-00-00000
40	565 Soapstone Lane	36-000-46-0040-00-00000
41	559 Soapstone Lane	36-000-46-0041-00-00000
42	520 Sandstone Lane	36-000-46-0042-00-00000
43	568 Soapstone Lane O/S	36-000-46-0043-00-00000
44	549 Church Road O/S	36-000-46-0044-00-00000
45	3089 Gemstone Lane O/S	36-000-46-0045-00-00000

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4

MANCHESTER TOWNSHIP

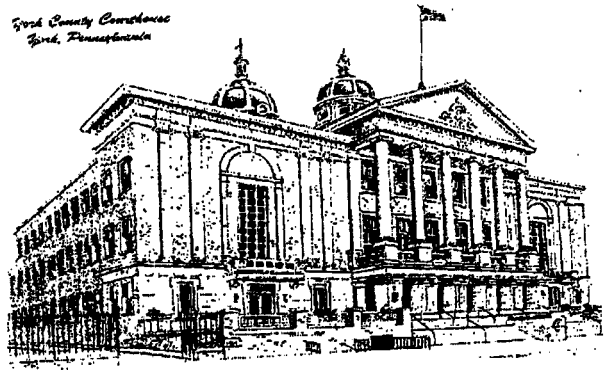
MANCHESTER TOWNSHIP

BECKENHAM

BOOK 1710

PAGE 8837

York County Courthouse
York, Pennsylvania



**YORK COUNTY RECORDER OF DEEDS
100 WEST MARKET STREET
YORK, PA 17401**

*Randi L. Reisinger - Recorder
Gloria A. Fleming - Deputy*

Instrument Number - 2005024553
Recorded On 4/7/2005 At 9:21:42 AM
* Instrument Type - DECLARATION
Invoice Number - 542121
* Grantor - BECKENHAM
* Grantee - BECKENHAM
User - JPA
* Customer - PSA&A

Book - 1716 Starting Page - 3173
* Total Pages - 33

* FEES	
STATE WRIT TAX	\$0.50
RECORDING FEES	\$69.00
PIN NUMBER FEES	\$90.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL	\$164.50

PARCEL IDENTIFICATION NUMBER

360004600010000000
360004600020000000
360004600030000000
360004600040000000
Total Parcels: 45

I Certify This Document To Be
Recorded In York County, Pa.



Randi L. Reisinger
Recorder of Deeds

THIS IS A CERTIFICATION PAGE
PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Book: 1716 Page: 3205